



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH
THE LOS ANGELES SUPERIOR COURT FOR A COURT/COUNTY
COMPREHENSIVE COURT COLLECTION PROGRAM
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Chief Administrative Officer to execute the attached Memorandum of Understanding (MOU), between the County of Los Angeles (County) and the Los Angeles Superior Court (LASC) for a court/county comprehensive court collection program, as required by Senate Bill (SB) 940 (Chapter 275, Statutes of 2003).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In September 2003, the Governor approved SB 940, legislation that calls for the development of a comprehensive court/county collection program to improve enforcement of court collections. Under this legislation, each superior court and county is required to enter into a MOU for the implementation of an enhanced collection program.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

This recommended action supports the County's Strategic Goal of Fiscal Responsibility. Revenue generated from this program will be used to partially offset the County's Maintenance of Effort obligation to the State for Trial Court operations.

FISCAL IMPACT/FINANCING:

Under the Lockyer-Isenberg Trial Court Funding Act of 1997, (Assembly Bill (AB) 233), the County maintains the funding responsibility for the function of court collection enhancement. The County fulfills this responsibility by funding and maintaining a countywide comprehensive court collection enhancement program.

The court collection enhancement program is a revenue-generating program. The cost of participating in the program will be offset by the recovery of revenues that otherwise would not have been recovered. The cost of this program is included in the fiscal year 2005-06 Trial Court Operations Budget of the County.

There is no adverse impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

As required by AB 233, the County funds and maintains a comprehensive court collection enhancement program that is currently supported by a single vendor whose processes are designed to handle court collection activities effectively. SB 940 requires the County to enter into a MOU with the Court for the implementation of a court/county comprehensive collection program.

Ongoing collaboration between the County and the Court for this comprehensive collection program ensure the County meets the statutory funding requirement and receives the appropriate distribution of court collection revenues. This MOU serves to support this existing arrangement.

IMPACT ON CURRENT SERVICES:

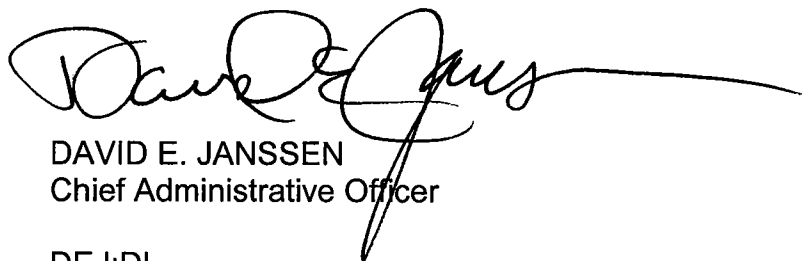
The execution of this MOU will have minimal impact on the existing court collection enhancement program. The current contract vendor remains responsible for court collection services.

The Honorable Board of Supervisors
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CONCLUSION

Your Board's approval of this recommended action will fulfill the requirements of SB 940 and further reinforce the implementation of the court collection enhancement program securing the court collection revenue stream to the County General Fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:DL
DD: ML:kd

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Executive Officer, Los Angeles Superior Court

MEMORANDUM OF UNDERSTANDING

Court Collection Enhancement Program

This Memorandum of Understanding (hereinafter "MOU") is made by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES (hereinafter "COURT") and the COUNTY OF LOS ANGELES (hereinafter "COUNTY"). The purpose of this agreement is to document the parties' understanding with respect to the operation of a Court Collection Enhancement Program.

WHEREAS, under the Trial Court Funding Act of 1997, COUNTY maintains the funding responsibility for the function of court collections, and COUNTY fulfills such responsibility by funding and maintaining a countywide comprehensive Court Collection Enhancement Program; and

WHEREAS, Penal Code § 1463.010 requires that each superior court develop a cooperative plan with the county to implement a comprehensive program for the collection of fees, fines, penalties, and assessments imposed by the courts; and

WHEREAS, COURT and COUNTY seek to comply with the statutory mandates of Sections 68085 and 77205 of the Government Code, and Section 1463.010 of the Penal Code, as amended by 2003 Senate Bill 940.

NOW THEREFORE, in consideration of the foregoing, COURT and COUNTY hereby mutually agree as follows:

1. COURT and COUNTY shall jointly implement a Court Collection Enhancement Program that includes the requirements for a comprehensive court collection program as specified in Penal Code § 1463.007.
2. The model of the Court Collection Enhancement Program includes a collection agreement(s) with an outside collection agency with the assistance of COURT.
3. COUNTY shall be responsible for funding the collection agreement(s) and resources of COURT that are within the collection enhancement function as defined by the Trial Court Funding Act.
4. Revenues generated from the Court Collection Enhancement Program shall be distributed in a manner that is consistent with the statutory requirements for each type of fee, fine, penalty, and assessment.
5. Court fees whose distribution is not governed by specific statute (e.g. undesignated fees) shall be distributed in the same manner as done prior to this Agreement, unless mutually agreed to by COURT and COUNTY.

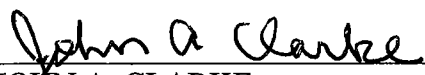
6. Monthly collection reports that reflect count, referral amount, account adjustments, and collection amounts shall be prepared to allow ongoing monitoring of the effectiveness of the program.
7. COURT and COUNTY shall jointly prepare an account inventory report for semi-annual submission to the Administrative Office of the Court. In addition, COURT and COUNTY shall jointly report annually to the Judicial Council on the effectiveness of the Court Collection Enhancement Program.
8. This MOU may be terminated by either party upon 60-day written notice. In the event of termination, COUNTY shall maintain its funding obligation on court collection enhancements, as defined by the Trial Court Funding Act, and continue to receive its distribution of court revenues as supported by statutory requirements.
9. In the performance of this MOU, COURT and COUNTY shall each be responsible only for the acts and omissions of its own officers, employees, and agents, and shall indemnify and hold harmless each other for all liability relating thereto.

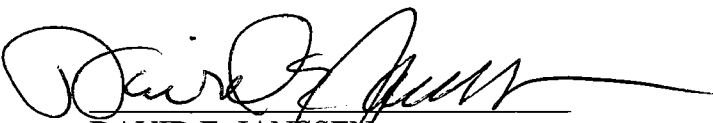
IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this Memorandum of Understanding to be subscribed by its Executive Officer/Clerk, and the County of Los Angeles has caused this Memorandum of Understanding to be subscribed by its Chief Administrative Officer.

Executed this _____ day of _____, 2005 at Los Angeles, California.


SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES


COUNTY OF LOS ANGELES


JOHN A. CLARKE
Executive Officer/Clerk


DAVID E. JANSSEN
Chief Administrative Officer

APPROVED AS TO FORM:


Court Counsel


County Counsel

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SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

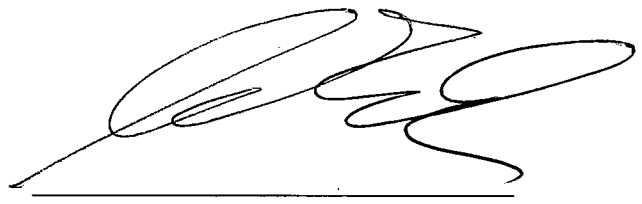
COUNTY OF LOS ANGELES


JOHN A. CLARKE
Executive Officer/Clerk


DAVID E. JANSSEN
Chief Administrative Officer

APPROVED AS TO FORM:


Court Counsel


County Counsel